

Hearing Date and Time: July 30, 2009 at 10:00 a.m., E.T.
Objection Deadline: July 27, 2009 at 12:00 p.m., E.T.

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Jeffrey B. Ellman

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11
	:	
Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), <i>et al.</i> , ¹	:	
	:	(Jointly Administered)
Debtors.	:	
-----X	:	

¹ A second amended list of the Debtors, their addresses and tax identification numbers is located on the docket for Case No. 09-50002 (AJG) (Docket No. 3945) and can also be found at www.chryslerrestructuring.com.

**NOTICE OF HEARING ON SIXTEENTH OMNIBUS MOTION OF DEBTORS AND
DEBTORS IN POSSESSION, PURSUANT TO SECTION 365 OF THE BANKRUPTCY
CODE AND BANKRUPTCY RULE 6006, FOR AN ORDER AUTHORIZING THE
REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. A hearing to consider the Sixteenth Omnibus Motion of Debtors and Debtors in Possession, Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, for an Order Authorizing the Rejection of Certain Executory Contracts and Unexpired Leases (the "Motion"), filed by the above-captioned debtors and debtors in possession (the "Debtors"), shall be held before the Honorable Arthur J. Gonzalez, United States Bankruptcy Judge, in Room 523 of the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004, on **July 30, 2009, at 10:00 a.m. (New York time).**

2. Objections, if any, to the relief sought in the Motion must be made in writing, with a hard copy to Chambers, conform to the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and be filed with the Bankruptcy Court and must be served in accordance with the Administrative Order, Pursuant to Bankruptcy Rule 1015(c), Establishing Case Management and Scheduling Procedures (Docket No. 661) (the "Case Management Order"), so as to be actually received by the parties on the Special Service List (as defined in the Case Management Order) and the nondebtor parties identified on Exhibit A to the Motion not later than **12:00 p.m. (New York time) on July 27, 2009** (the "Objection Deadline").

3. If no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Court an order substantially in the form attached to the Motion, which order shall be submitted and may be entered with no further

notice or opportunity to be heard offered to any party.

4. Copies of the Motion, the Case Management Order and the Special Service List may be obtained from the Court's website at <http://ecf.nysb-mega.uscourts.gov> or, free of charge, at www.chryslerrestructuring.com.

Dated: July 16, 2009
New York, New York

Respectfully submitted,

/s/ Corinne Ball

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Veerle Roovers
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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

**PARTIES RECEIVING THIS SIXTEENTH OMNIBUS
REJECTION MOTION SHOULD LOCATE THEIR NAMES
AND THEIR CONTRACTS OR LEASES IN THE ATTACHED EXHIBIT A**

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
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Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
-----X	:	

**SIXTEENTH OMNIBUS MOTION OF DEBTORS AND DEBTORS
IN POSSESSION, PURSUANT TO SECTION 365 OF THE BANKRUPTCY
CODE AND BANKRUPTCY RULE 6006, FOR AN ORDER AUTHORIZING THE
REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

TO THE HONORABLE ARTHUR J. GONZALEZ,
UNITED STATES BANKRUPTCY JUDGE:

Old Carco LLC (f/k/a Chrysler LLC) ("Old Carco") and its affiliated debtors and debtors in possession (collectively with Old Carco, the "Debtors") respectfully represent as follows:

Background

1. On April 30, 2009 (the "Petition Date"), Old Carco and 24 of its affiliated Debtors (collectively, the "Original Debtors") commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). On May 19, 2009, Debtor Alpha Holding LP ("Alpha") commenced its reorganization case by filing a voluntary petition under chapter 11 of the Bankruptcy Code. By orders of the Court (Docket Nos. 97 and 2188), the Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

2. The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. On May 5, 2009, the Office of the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors, pursuant to section 1102 of the Bankruptcy Code.

4. As of the Petition Date, the Debtors and their nondebtor direct and indirect subsidiaries (collectively, the "Old Carco Companies") comprised one of the world's largest manufacturers and distributors of automobiles and other vehicles, together with related parts and accessories. On the Petition Date, the Old Carco Companies employed approximately 55,000 hourly and salaried employees worldwide, 70% of whom were based in the United States.

5. For the 12 months ended December 31, 2008, the Old Carco Companies recorded revenue of more than \$48.4 billion and had assets of approximately \$39.3 billion and liabilities totaling \$55.2 billion.

6. In connection with the commencement of these cases, Old Carco and its Debtor subsidiaries, Fiat S.p.A. ("Fiat") and New Chrysler (as defined below) entered into a Master Transaction Agreement dated as of April 30, 2009 (as amended and collectively with other ancillary and supporting documents, the "Purchase Agreement"). The Purchase Agreement provided, among other things, that: (a) Old Carco would transfer the majority of its operating assets to New CarCo Acquisition LLC (n/k/a Chrysler Group LLC) ("New Chrysler"), a newly established Delaware limited liability company formed by Fiat; and (b) in exchange for those assets, New Chrysler would assume certain liabilities of Old Carco and pay to Old Carco \$2 billion in cash (collectively with the other transactions contemplated by the Purchase Agreement, the "Fiat Transaction"). On May 3, 2009, the Original Debtors filed a motion to approve the Fiat Transaction or a similar transaction with a competing bidder (Docket No. 190).

7. On May 31, 2009, this Court issued: (a) an Opinion Granting the Debtors' Motion Seeking Authority to Sell, Pursuant to § 363, Substantially All of the Debtors' Assets (Docket No. 3073) (the "Sale Opinion"); and (b) an Opinion and Order Regarding Emergency Economic Stabilization Act of 2008 and Troubled Asset Relief Program (Docket Nos. 3074 and 3229) (together with the Sale Opinion, the "Opinions"). On June 1, 2009 and consistent with the Sale Opinion, this Court entered an Order authorizing the Fiat Transaction (Docket No. 3232) (the "Sale Order"). On June 5, 2009, the United States Court of Appeals for the Second Circuit affirmed the Opinions and the Sale Order. Consistent with the Sale Order, the Fiat Transaction was consummated on June 10, 2009.

Jurisdiction

8. This Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

9. Pursuant to section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Debtors hereby seek the entry of an order authorizing them to reject the executory contracts (collectively, the "Contracts") and leases of non-residential real property (collectively, the "Leases")¹ identified on Exhibit A² attached hereto and incorporated herein by reference, effective as of July 31, 2009.

Facts Relevant to This Motion

10. The Debtors have engaged in a review of their executory contracts and unexpired leases. As a result of their review, the Debtors have determined that the Contracts and Leases identified on Exhibit A are neither necessary nor valuable to their estates and will not be assumed and assigned in the Fiat Transaction.

11. Each of the Contracts is an "executory contract" and each of the Leases is an "unexpired lease" within the meaning of section 365 of the Bankruptcy Code, capable of

¹ Each of the Contracts and Leases includes any modifications, amendments, addenda or supplements thereto or restatements thereof.

² For each of the Contracts and Leases, Exhibit A includes: (a) a description of the Contract or Lease; (b) the names and addresses of any nondebtor parties to the Contract or Lease; (c) the Debtor party to the Contract or Lease; and (d) the term of the Contract or Lease. Copies of the Contracts and Leases are not attached hereto, but are available from the Debtors' counsel upon request. The terms of the Contracts and Leases included in Exhibit A are provided for convenience only and are not intended to modify, or to represent the Debtors' interpretation of, the terms of any of the Contracts or Leases.

being rejected by the Debtors. To the extent that any of the Contracts or Leases already has expired or been terminated, it is included herein out of an abundance of caution.³

Argument

12. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease." 11 U.S.C. § 365(a). Courts routinely approve motions to assume, assume and assign or reject executory contracts or unexpired leases upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. See Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1099 (2d Cir. 1993) (stating that section 365 of the Bankruptcy Code "permits the trustee or debtor-in-possession, subject to the approval of the bankruptcy court, to go through the inventory of executory contracts of the debtor and decide which ones it would be beneficial to adhere to and which ones it would be beneficial to reject"); see also NLRB v. Bildisco & Bildisco, 465 U.S. 513, 523 (1984) (stating that the traditional standard applied by courts to authorize the rejection of an executory contract is that of "business judgment"); In re Gucci, 193 B.R. 411, 415 (S.D.N.Y. 1996) ("A bankruptcy court reviewing a trustee's decision to assume or reject an executory contract should apply its 'business judgment' to determine if it would be beneficial or burdensome to the estate to assume it.").

13. Courts generally will not second-guess a debtor's business judgment concerning the assumption or rejection of an executory contract or unexpired lease. See In re Riodizio, Inc., 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) ("[A] court will ordinarily defer to the

³

This Motion does not constitute an admission by the Debtors that any of the Contracts or Leases is enforceable under applicable nonbankruptcy law. The Debtors expressly reserve their rights with respect thereto. To the extent that any Contract or Lease is unenforceable under applicable nonbankruptcy law, it is included herein out of an abundance of caution.

business judgment of the debtor's management."); accord Phar-Mor, Inc. v. Strouss Bldg. Assocs., 204 B.R. 948, 951-52 (Bankr. N.D. Ohio 1997) ("Whether an executory contract is 'favorable' or 'unfavorable' is left to the sound business judgment of the debtor Courts should generally defer to a debtor's decision whether to reject an executory contract.").

The "business judgment" test is not a strict standard; it merely requires a showing that either assumption or rejection of the unexpired lease will benefit a debtor's estate. See, e.g., Bregman v. Meehan (In re Meehan), 59 B.R. 380, 385 (E.D.N.Y. 1986) ("The business judgment test is a flexible one The primary issue under the business judgment test is whether rejection of the contract would benefit general unsecured creditors."); In re Helm, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006) ("To meet the business judgment test, the debtor in possession must establish that rejection will benefit the estate."); Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.), 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996) ("In reviewing a debtor's decision to assume or reject an executory contract, the court must examine the contract and circumstances and apply its best 'business judgment' to determine if the assumption or rejection would be beneficial or burdensome to the estate.").

14. New Chrysler has determined not to accept an assignment of the Contracts or Leases in connection with the Fiat Transaction. In addition, following the consummation of the Fiat Transaction, the Debtors are in the process of winding down their business affairs and have no further need for the Contracts or the Leases. Moreover, the Debtors have determined that the Contracts and Leases do not have any realizable value in the marketplace. As such, neither the Contracts nor the Leases are necessary or valuable to the Debtors' business activities or the wind down process. The Debtors believe that maintaining the Contracts and Leases under

these circumstances would unnecessarily deplete the assets of the Debtors' estates to the direct detriment of their creditors.

15. Accordingly, in the sound exercise of their business judgment, the Debtors have determined that the rejection of the Contracts and Leases, pursuant to section 365 of the Bankruptcy Code, effective as of July 31, 2009,⁴ is in the best interests of their estates and stakeholders.

Notice

16. No trustee or examiner has been appointed in these chapter 11 cases. In accordance with the Administrative Order, Pursuant to Bankruptcy Rule 1015(c), Establishing Case Management and Scheduling Procedures (Docket No. 661) (the "Case Management Order"), entered on May 12, 2009, notice of this Motion has been given to the parties identified on the General Service List and the Special Service List (as such terms are identified in the Case Management Order), and to the nondebtor counterparties to the Contracts and the Leases identified in Exhibit A. The Debtors submit that no other or further notice need be provided.

No Prior Request

17. No prior request for the relief sought in this Motion has been made to this or any other Court.

⁴ With respect to the Leases, New Chrysler has represented to the Debtors that it anticipates that the premises will be vacated by not later than July 31, 2009.

WHEREFORE, the Debtors respectfully request that the Court (a) enter an order substantially in the form attached hereto as Exhibit B, granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem proper.

Dated: July 16, 2009
New York, New York

Respectfully submitted,

/s/ Corinne Ball
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Veerle Roovers
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ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

Schedule of Contracts and Leases¹

<u>Description of Contract or Lease</u>	<u>Nondebtor Parties</u>	<u>Debtor Party</u>	<u>Periodic Payments (if applicable)</u>	<u>Expiration of Contract or Lease</u>
Lazard Frères & Co. Engagement Letter, dated November 4, 2008, between Chrysler LLC and Lazard Frères & Co.	Lazard Frères & Co. Attn: John C. Adams, Managing Director 190 S. LaSalle 31st Floor Chicago, IL 60603	Old Carco LLC ²	N/A	N/A
Market Action Agreement among DaimlerChrysler Motors Company, LLC a/k/a DaimlerChrysler Motors Corporation, Faisal Ahmed and Linda S. Ahmed (now deceased), dated October 19, 2007, as amended.	Hollywood Chrysler Jeep Attn: Faisal Ahmed 2100 North State Road 7 Hollywood, FL 33021-3890	Old Carco Motors LLC ³	N/A	July 16, 2022
DCCI ⁴ Contract Assembly Agreement among DaimlerChrysler Corporation and Daimler Chrysler Canada Inc., dated August 1, 2000.	Chrysler Canada Inc. (f/k/a DaimlerChrysler Canada, Inc.) Attn: Vice President, General Counsel and Secretary 2450 Chrysler Center Windsor, Ontario N8W 3X7 Canada	Old Carco LLC ⁵	N/A	December 31, 2010

¹

Each of the Contracts and Leases includes any modifications, amendments, addenda or supplements thereto or restatements thereof. The terms of the Contracts and Leases included herein are provided for convenience only and are not intended to modify, or to represent the Debtors' interpretation of or a Court determination regarding, the terms of any of the Contracts or Leases.

²

Old Carco LLC was formerly known as Chrysler LLC.

³

Old Carco Motors LLC (f/k/a Chrysler Motors LLC) is a successor of DaimlerChrysler Motors Corporation.

⁴

As used herein, "DCCI" is the abbreviated form of DaimlerChrysler Canada Inc.

⁵

Old Carco LLC (f/k/a Chrysler LLC) is a successor of DaimlerChrysler Corporation.

Description of Contract or Lease	Nondebtor Parties	Debtor Party	Periodic Payments (if applicable)	Expiration of Contract or Lease
DCCI Vehicle Wholesaling Agreement among DaimlerChrysler Corporation and DaimlerChrysler Canada Inc., dated August 1, 2000.	Chrysler Canada Inc. (f/k/a DaimlerChrysler Canada, Inc.) Attn: Vice President, General Counsel and Secretary 2450 Chrysler Center Windsor, Ontario N8W 3X7	Old Carco LLC	N/A	December 31, 2019
DaimlerChrysler de Mexico, S.A. de C.V. Export Vehicle Contract Assembly Agreement among DaimlerChrysler Corporation and DaimlerChrysler de Mexico, S.A. de C.V., dated January 1, 2004.	Chrysler de Mexico S.A. de C.V. (f/k/a DaimlerChrysler de Mexico, S.A. de C.V.) Attn: Legal Affairs Director Prolongacion Paseo de la Reforma 1240 Piso 13 Danta Fe, 05109 Mexico, D.F. Mexico	Old Carco LLC	N/A	December 31, 2013
Chrysler Motors LLC Service Agreement between Chrysler Motors LLC and Delf's Garage & Service Inc., dated September 30, 2008.	Delf's Garage & Service, Inc. Attn: General Counsel 1521 Belvidere Road Waukegan, IL 60085	Old Carco Motors LLC ⁶	N/A	September 30, 2010
Letter of Intent to Close Open Point among Chrysler Motors LLC, Sam Galloway, Jr. and Gulf Coast Dodge, Inc., dated November 25, 2008.	Gulf Coast Dodge, Inc. Attn: Sam Galloway, Jr. 1800 Boy Scout Drive Fort Myers, FL 33907	Old Carco Motors LLC	N/A	October 31, 2013

⁶ Old Carco Motors LLC was formerly known as Chrysler Motors LLC.

<u>Description of Contract or Lease</u>	<u>Nondebtor Parties</u>	<u>Debtor Party</u>	<u>Periodic Payments (if applicable)</u>	<u>Expiration of Contract or Lease</u>
Letter of Intent to Close Open Point among Chrysler Motors LLC, Brian Harris and Henderson-Saia Inc. dba Henderson Chrysler Jeep, dated April 23, 2008.	Henderson-Saia II, LLC Attn: Brian Harris Brian Harris Chrysler Jeep 11955 Airline Highway Baton Rouge, LA 70817	Old Carco Motors LLC	N/A	April 23, 2010
Sublease of 9303 West Jefferson Avenue, Detroit, MI 48209 (the "Sublease") between Brian Unlimited Distribution Company, as sublandlord, and Chrysler Motors LLC, as subtenant.	Jefferson Land, Inc. ⁷ Attn: General Counsel 19640 Harper Avenue, Suite B Grosse Pointe Woods, MI 48203 Brian Unlimited Distribution Company ⁸ Attn: General Counsel 13700 Oakland Avenue Highland Park, MI 48203	Old Carco Motors LLC	Monthly rent of \$56,140 due on the first of each month.	December 31, 2009

⁷ Jefferson Land, Inc. is the landlord under the main lease.

⁸ Brian Unlimited Distribution Company is the sublandlord under the Sublease.

<u>Description of Contract or Lease</u>	<u>Nondebtor Parties</u>	<u>Debtor Party</u>	<u>Periodic Payments (if applicable)</u>	<u>Expiration of Contract or Lease</u>
Lease of Corporate Center at Southbank, 3412 East Harbour Drive, AKA Building #7, Phoenix, AZ 85034, dated January 18, 1994 (the " <u>Phoenix Lease</u> ").	<p>Madison Square Development Partnership of Arizona⁹ Attn: General Counsel 3410 East Union Drive Phoenix, AZ 85034</p> <p>Corporate Center ATM, LLC¹⁰ Attn: General Counsel 3443 N. Central Avenue Suite 1002 Phoenix, AZ 85012</p> <p>Robert F. Knight & Associates, L.L.C.¹¹ Attn: General Counsel 3443 N. Central Avenue Suite 1002 Phoenix, AZ 85012</p>	Old Carco Motors LLC ¹²	Monthly rent of \$12,500 due on the first of each month.	June 30, 2014
Market Action Agreement among DaimlerChrysler Motors Corporation; Winter Haven Chrysler, Plymouth, Dodge and Jeep; R.E. Mahalak and the R.E. Mahalak Irrevocable Trust, dated May 19, 2000, as amended.	<p>Dodge Chrysler Jeep of Winter Haven Attn: Michael J. Mahalak; Ralph J. Mahalak; John P. Mahalak; and Alex S. Mahalak, individually and as shareholders of Mahalak Enterprises, Inc.; and R.E. Mahalak, individually and as trustee of the R.E. Mahalak Irrevocable Trust 299 Cypress Gardens Blvd. Winter Haven, FL 33880-4331</p>	Old Carco Motors LLC	N/A	March 31, 2017

9

Madison Square Development Partnership of Arizona is the original landlord and assignor under the Phoenix Lease.

10

Corporate Center ATM, LLC is the landlord and assignee under the Phoenix Lease.

11

Robert F. Knight & Associates, L.L.C. is the property manager to the assignee under the Phoenix Lease.

12

Old Carco Motors LLC (f/k/a Chrysler Motors LLC) is a successor to DaimlerChrysler Motors Corporation, a signatory to the Phoenix Lease.

<u>Description of Contract or Lease</u>	<u>Nondebtor Parties</u>	<u>Debtor Party</u>	<u>Periodic Payments (if applicable)</u>	<u>Expiration of Contract or Lease</u>
Letter of Intent to Close Open Point among Chrysler Motors LLC, Kevin Mechigian and Bob Saks Dodge, Inc., dated September 22, 2008.	Bob Saks Dodge, Inc. Attn: Kevin Mechigian 35080 Grand River Farmington Hills, MI 48335	Old Carco Motors LLC	N/A	May 31, 2010
Motor Information Systems Agreement among DaimlerChrysler Motors Corporation and Motor Information Systems Division, Hearst Business Publishing, Inc., ¹³ dated March 18, 2003 (the " <u>License Agreement</u> ").	Motor Information Systems Division Hearst Business Publishing, Inc. ¹⁴ Attn: President 5600 Crooks Road Troy, MI 48098 The Hearst Corporation ¹⁵ Attn: General Counsel 959 Eighth Avenue New York, NY 10019 Attn: General Counsel Altrivant Solutions, Inc. ¹⁶ Attn: General Counsel 7683 Southfront Road Livermore, CA 94551	Old Carco Motors LLC	N/A	December 31, 2013
Letter of Intent to Close Open Point between Chrysler Motors LLC and Eric P. Nielsen, dated June 19, 2008.	Dover Dodge Chrysler Jeep, Inc. Attn: Eric P. Nielsen 396 Route 46 Rockaway, NJ 07866	Old Carco Motors LLC	N/A	May 31, 2011

¹³ As set forth in footnote 1 above, this Contract includes that certain Sublicense Agreement, dated April 17, 2008 (the "Sublicense Agreement"), by and among Motor Information Systems, a division of Hearst Business Media, Inc., Altrivant Solutions, Inc. and Chrysler Motors Corporation.

¹⁴ Motor Information Systems Division Hearst Business Publishing, Inc. is the licensee under the License Agreement.

¹⁵ The Hearst Corporation is a licensee notice party under the License Agreement.

¹⁶ Altrivant Solutions, Inc. is a subscriber under the Sublicense Agreement.

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11
	:	
Old Carco LLC	:	Case No. 09-50002 (AJG)
(f/k/a Chrysler LLC), <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
-----X		

**SIXTEENTH ORDER AUTHORIZING THE REJECTION
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

This matter coming before the Court on the Sixteenth Omnibus Motion of Debtors and Debtors in Possession, Pursuant to Section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, for an Order Authorizing the Rejection of Certain Executory Contracts and Unexpired Leases (the "Motion"),¹ filed by the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"); the Court having reviewed the Motion and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (c) notice of the Motion and the Hearing was sufficient under the circumstances and (d) a sound business purpose exists for the relief granted herein; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

2. The Debtors are authorized to reject the Contracts and the Leases² identified on the attached Schedule 1, which is incorporated herein by reference, and the Contracts and the Leases are deemed rejected, pursuant to section 365 of the Bankruptcy Code, effective as of July 31, 2009.

3. This Court shall retain jurisdiction to resolve all matters relating to the implementation of this Order.

Dated: New York, New York
_____, 2009

UNITED STATES BANKRUPTCY JUDGE

² Each of the Contracts and Leases includes any modifications, amendments, addenda or supplements thereto or restatements thereof. The terms of the Contracts and Leases included in Schedule 1 are provided for convenience only and are not intended to modify, or to represent the Debtors' interpretation of or a Court determination regarding, the terms of any of the Contracts or Leases.

SCHEDULE 1

Schedule of Contracts and Leases¹

<u>Description of Contract or Lease</u>	<u>Nondebtor Parties</u>	<u>Debtor Party</u>	<u>Periodic Payments (if applicable)</u>	<u>Expiration of Contract or Lease</u>
Lazard Frères & Co. Engagement Letter, dated November 4, 2008, between Chrysler LLC and Lazard Frères & Co.	Lazard Frères & Co. Attn: John C. Adams, Managing Director 190 S. LaSalle 31st Floor Chicago, IL 60603	Old Carco LLC ²	N/A	N/A
Market Action Agreement among DaimlerChrysler Motors Company, LLC a/k/a DaimlerChrysler Motors Corporation, Faisal Ahmed and Linda S. Ahmed (now deceased), dated October 19, 2007, as amended.	Hollywood Chrysler Jeep Attn: Faisal Ahmed 2100 North State Road 7 Hollywood, FL 33021-3890	Old Carco Motors LLC ³	N/A	July 16, 2022
DCCI ⁴ Contract Assembly Agreement among DaimlerChrysler Corporation and Daimler Chrysler Canada Inc., dated August 1, 2000.	Chrysler Canada Inc. (f/k/a DaimlerChrysler Canada, Inc.) Attn: Vice President, General Counsel and Secretary 2450 Chrysler Center Windsor, Ontario N8W 3X7 Canada	Old Carco LLC ⁵	N/A	December 31, 2010

¹ Each of the Contracts and Leases includes any modifications, amendments, addenda or supplements thereto or restatements thereof. The terms of the Contracts and Leases included herein are provided for convenience only and are not intended to modify, or to represent the Debtors' interpretation of or a Court determination regarding, the terms of any of the Contracts or Leases.

² Old Carco LLC was formerly known as Chrysler LLC.

³ Old Carco Motors LLC (f/k/a Chrysler Motors LLC) is a successor of DaimlerChrysler Motors Corporation.

⁴ As used herein, "DCCI" is the abbreviated form of DaimlerChrysler Canada Inc.

⁵ Old Carco LLC (f/k/a Chrysler LLC) is a successor of DaimlerChrysler Corporation.

Description of Contract or Lease	Nondebtor Parties	Debtor Party	Periodic Payments (if applicable)	Expiration of Contract or Lease
DCCI Vehicle Wholesaling Agreement among DaimlerChrysler Corporation and DaimlerChrysler Canada Inc., dated August 1, 2000.	Chrysler Canada Inc. (f/k/a DaimlerChrysler Canada, Inc.) Attn: Vice President, General Counsel and Secretary 2450 Chrysler Center Windsor, Ontario N8W 3X7	Old Carco LLC	N/A	December 31, 2019
DaimlerChrysler de Mexico, S.A. de C.V. Export Vehicle Contract Assembly Agreement among DaimlerChrysler Corporation and DaimlerChrysler de Mexico, S.A. de C.V., dated January 1, 2004.	Chrysler de Mexico S.A. de C.V. (f/k/a DaimlerChrysler de Mexico, S.A. de C.V.) Attn: Legal Affairs Director Prolongacion Paseo de la Reforma 1240 Piso 13 Danta Fe, 05109 Mexico, D.F. Mexico	Old Carco LLC	N/A	December 31, 2013
Chrysler Motors LLC Service Agreement between Chrysler Motors LLC and Delf's Garage & Service Inc., dated September 30, 2008.	Delf's Garage & Service, Inc. Attn: General Counsel 1521 Belvidere Road Waukegan, IL 60085	Old Carco Motors LLC ⁶	N/A	September 30, 2010
Letter of Intent to Close Open Point among Chrysler Motors LLC, Sam Galloway, Jr. and Gulf Coast Dodge, Inc., dated November 25, 2008.	Gulf Coast Dodge, Inc. Attn: Sam Galloway, Jr. 1800 Boy Scout Drive Fort Myers, FL 33907	Old Carco Motors LLC	N/A	October 31, 2013

⁶ Old Carco Motors LLC was formerly known as Chrysler Motors LLC.

Description of Contract or Lease	Nondebtor Parties	Debtor Party	Periodic Payments (if applicable)	Expiration of Contract or Lease
Letter of Intent to Close Open Point among Chrysler Motors LLC, Brian Harris and Henderson-Saia Inc. dba Henderson Chrysler Jeep, dated April 23, 2008.	Henderson-Saia II, LLC Attn: Brian Harris Brian Harris Chrysler Jeep 11955 Airline Highway Baton Rouge, LA 70817	Old Carco Motors LLC	N/A	April 23, 2010
Sublease of 9303 West Jefferson Avenue, Detroit, MI 48209 (the "Sublease") between Brian Unlimited Distribution Company, as sublandlord, and Chrysler Motors LLC, as subtenant.	Jefferson Land, Inc. ⁷ Attn: General Counsel 19640 Harper Avenue, Suite B Grosse Pointe Woods, MI 48203 Brian Unlimited Distribution Company ⁸ Attn: General Counsel 13700 Oakland Avenue Highland Park, MI 48203	Old Carco Motors LLC	Monthly rent of \$56,140 due on the first of each month.	December 31, 2009

⁷ Jefferson Land, Inc. is the landlord under the main lease.

⁸ Brian Unlimited Distribution Company is the sublandlord under the Sublease.

Description of Contract or Lease	Nondebtor Parties	Debtor Party	Periodic Payments (if applicable)	Expiration of Contract or Lease
Lease of Corporate Center at Southbank, 3412 East Harbour Drive, AKA Building #7, Phoenix, AZ 85034, dated January 18, 1994 (the " <u>Phoenix Lease</u> ").	<p>Madison Square Development Partnership of Arizona⁹ Attn: General Counsel 3410 East Union Drive Phoenix, AZ 85034</p> <p>Corporate Center ATM, LLC¹⁰ Attn: General Counsel 3443 N. Central Avenue Suite 1002 Phoenix, AZ 85012</p> <p>Robert F. Knight & Associates, L.L.C.¹¹ Attn: General Counsel 3443 N. Central Avenue Suite 1002 Phoenix, AZ 85012</p>	Old Carco Motors LLC ¹²	Monthly rent of \$12,500 due on the first of each month.	June 30, 2014
Market Action Agreement among DaimlerChrysler Motors Corporation; Winter Haven Chrysler; Plymouth, Dodge and Jeep; R.E. Mahalak and the R.E. Mahalak Irrevocable Trust, dated May 19, 2000, as amended.	<p>Dodge Chrysler Jeep of Winter Haven Attn: Michael J. Mahalak; Ralph J. Mahalak; John P. Mahalak; and Alex S. Mahalak, individually and as shareholders of Mahalak Enterprises, Inc.; and R.E. Mahalak, individually and as trustee of the R.E. Mahalak Irrevocable Trust 299 Cypress Gardens Blvd. Winter Haven, FL 33880-4331</p>	Old Carco Motors LLC	N/A	March 31, 2017

9

Madison Square Development Partnership of Arizona is the original landlord and assignor under the Phoenix Lease.

10

Corporate Center ATM, LLC is the landlord and assignee under the Phoenix Lease.

11

Robert F. Knight & Associates, L.L.C. is the property manager to the assignee under the Phoenix Lease.

12

Old Carco Motors LLC (f/k/a Chrysler Motors LLC) is a successor to DaimlerChrysler Motors Corporation, a signatory to the Phoenix Lease.

Description of Contract or Lease	Nondebtor Parties	Debtor Party	Periodic Payments (if applicable)	Expiration of Contract or Lease
Letter of Intent to Close Open Point among Chrysler Motors LLC, Kevin Mechigian and Bob Saks Dodge, Inc., dated September 22, 2008.	Bob Saks Dodge, Inc. Attn: Kevin Mechigian 35080 Grand River Farmington Hills, MI 48335	Old Carco Motors LLC	N/A	May 31, 2010
Motor Information Systems Agreement among DaimlerChrysler Motors Corporation and Motor Information Systems Division, Hearst Business Publishing, Inc., ¹³ dated March 18, 2003 (the " <u>License Agreement</u> ").	Motor Information Systems Division Hearst Business Publishing, Inc. ¹⁴ Attn: President 5600 Crooks Road Troy, MI 48098 The Hearst Corporation ¹⁵ Attn: General Counsel 959 Eighth Avenue New York, NY 10019 Attn: General Counsel Altrivant Solutions, Inc. ¹⁶ Attn: General Counsel 7683 Southfront Road Livermore, CA 94551	Old Carco Motors LLC	N/A	December 31, 2013
Letter of Intent to Close Open Point between Chrysler Motors LLC and Eric P. Nielsen, dated June 19, 2008.	Dover Dodge Chrysler Jeep, Inc. Attn: Eric P. Nielsen 396 Route 46 Rockaway, NJ 07866	Old Carco Motors LLC	N/A	May 31, 2011

¹³

As set forth in footnote 1 above, this Contract includes that certain Sublicense Agreement, dated April 17, 2008 (the "Sublicense Agreement"), by and among Motor Information Systems, a division of Hearst Business Media, Inc., Altrivant Solutions, Inc. and Chrysler Motors Corporation.

¹⁴

Motor Information Systems Division Hearst Business Publishing, Inc. is the licensee under the License Agreement.

¹⁵

The Hearst Corporation is a licensee notice party under the License Agreement.

¹⁶

Altrivant Solutions, Inc. is a subscriber under the Sublicense Agreement.